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Collective Bargaining Agreements

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11-15-1940

**L. H. Payne, Hierschermers Brothers, Schiretts Grocery, and others  
and Amalgamated Meat Cutters and Butcher Workmen of North  
America, Local 559, AFL, Illinois State Federation of Labor,  
Bloomington Federated Trades Assembly (1940)**

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**L. H. Payne, Hierschermers Brothers, Schiretts Grocery, and others and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 559, AFL, Illinois State Federation of Labor, Bloomington Federated Trades Assembly (1940)**

**Location**

Bloomington, IL

**Effective Date**

11-15-1940

**Expiration Date**

11-15-1941

**Number of Workers**

40

**Employer**

L. H. Payne; Hierschermers Brothers; Schiretts Grocery; Hankeys Gocery; A and P Company; Kroger Company; Buehler Brothers; T and K Meat Market; C. F. Flisher Grocery and Market; Carl Siegers Grocery and Market; E. J. Lierman Grocery and Market

**Union**

Amalgamated Meat Cutters and Butcher Workmen of North America

**Union Local**

559

**NAICS**

44

**Sector**

Private

**Item ID**

6178-009b131f045\_10

**Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

**Comments**

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# ARTICLES of AGREEMENT

AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN THE

MARTIN HAUPTMAN 601 SO. MAIN ST

of Bloomington, Illinois, party of the first part and hereinafter referred to or called the EMPLOYER, and THE AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 559 of Bloomington, Illinois, affiliated with the American Federation of Labor, The Illinois State Federation of Labor, The Bloomington Federated Trades Assembly, acting for and in behalf of its members hereinafter referred to as the EMPLOYEES and the UNION, party of the second part.

Witnesseth:

ARTICLE 1. The Employer recognizes the said Union as the sole representative of its Employees in the meat department for the purpose of collective bargaining with respect to the hours of labor, rates of pay and working conditions as herein provided.

ARTICLE 2. All Employees in said Employer's market or markets in Bloomington, shall be members of Local Union No. 559 and in good standing and the Employer does hereby agree to give preference to members of Local Union No. 559 when in need of help, whether to be employed on a permanent basis or as extras, whenever possible to do so.

Employees are those working behind the counter and in the trimming room, poultry and fish room and all those who process products sold over the meat counter.

ARTICLE 3. Fifty-nine (59) hours shall constitute a week's work. Nine and one-half (9½) consecutive hours for the first Five (5) days of the week and Eleven and one-half (11½) hours on Saturday and on a day before a holiday shall constitute a basic work week.

ARTICLE 4. The Employer shall set a regular starting time for each employee, which shall be the same every day but can be changed on a Twenty-Four (24) hours' notice to the Employee and the Union during the first Thirty (30) days this contract is in effect, and thereafter may be changed not more than Two (2) times in any one month, and a week's notice shall be given of such a change. The Employees shall work Ten and one-half (10½) consecutive hours, with one (1) full hour off each day for lunch.

ARTICLE 5. It is understood and agreed that in order to comply with the law of sanitation, the market shall be left in a clean and sanitary condition. However, this shall be done within a period of Fifteen (15) minutes after the regular working hours.

ARTICLE 6. Employees shall not be required to work on Sundays or any of the following days. New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, and any other Legal Holiday, and permanent employees shall receive full pay for weeks that have holidays or any of the above mentioned days.

ARTICLE 7. The wages of Journeymen Meat Cutters shall be not less than Thirty-Two and Fifty One-Hundredths Dollars (\$32.50) per week. 30.00

ARTICLE 8. Apprentices shall be paid at the following rate of wages:

First six (6) months	- - - - - \$16.50 per week	Second six (6) months of second year	\$23.00 per week
Second six (6) months	- - - - - 18.25 per week	First six (6) months of third year	26.00 per week
First six (6) months of second year	20.00 per week	Second six (6) months of third year	29.00 per week

After completing a Three (3) year apprenticeship training he shall automatically become a Journeyman and be paid as such.

ARTICLE 9. Extra help shall be paid at the rate of Six Dollars (\$6.00) per day for the first five days and Seven Dollars (\$7.00) for Saturdays and the day preceding a holiday. Whenever an employee shall be hired for less than a day he shall be paid at the rate of Seventy Cents (.70) per hour. Any Employee who has been requested to report for work and has so reported but is not given work, shall be paid for Four (4) hours' employment unless notified the previous work day or earlier that he should not report for work.

ARTICLE 10. It is distinctly agreed and understood that whenever an Employer leases to his Employees or any other person, any part or space of his or her place of business for the purpose of engaging in the sale of meat or meat products, said lease shall at all times be guided and subject to all provisions of this agreement.

ARTICLE 11. It shall not be deemed a violation of this contract for an Employee to refuse to walk through an established picket line.

ARTICLE 12. Any Employee at the date of entering into this agreement who is receiving a higher rate of pay or enjoying better working conditions than those herein specified, shall suffer no loss as a result of this agreement.

ARTICLE 13. A manager shall be defined as an Employee who has charge of or is responsible for or has control of the Meat Department in any one store. A manager must be a member of Local 559 and as such shall be covered by this agreement in every manner.

Managers where there is only one shift shall work store hours without overtime compensation under conditions herein set forth, providing said manager shall receive Two (2) full hours for lunch one day each week, said day to be established by Employer and to remain the same every week.

ARTICLE 14. Apprentices will be allowed in markets on the following basis: One (1) apprentice to a shop employee and One (1) Journeyman Meat Cutter and thereafter One (1) apprentice to Three (3) Journeyman Meat Cutters.

ARTICLE 15. All employees who have been in the employ of any one concern for a period of One (1) year or over shall receive One (1) week, Six (6) consecutive work days, vacation with full pay.

ARTICLE 16. No Employee shall be required to pay for laundry or be asked to furnish tools.

ARTICLE 17. All Employees working under this agreement shall not be required to take inventory before or after the regular Union working hours.

ARTICLE 18. All Employees working under this agreement shall be paid in full every week.

ARTICLE 19. At no time shall a man other than a Journeyman or apprentice Meat Cutter, be permitted to sell fresh or smoked meat of any description.

ARTICLE 20. If the Union shall receive a report that an Employer failed to pay the wages hereinbefore provided for, such Employer shall be obliged to show proof satisfactory to the Union that he is living up to the wages scale of this agreement. In the event an Employer wilfully violates the provisions of the foregoing terms or violates any of the provisions elsewhere in this agreement, relating to wages, hours of work, vacation or any back pay owed to the Employee, because of such violation shall be paid by the Employer at the rate of Two (2) times the standard straight time rate. Any back pay so ordered shall be deposited with the Union in the name of the Employee. Notice of violations of any of the above terms shall be given the Employer in writing not later than three days after such violation occurred. However, it is agreed and understood that any such claim shall not revert back longer than Fifteen (15) days.

ARTICLE 21. In the event legislation is enacted by Federal or State Government which should happen to provide for shorter working hours, this agreement shall be deemed to conform automatically with the changes provided in such law.

ARTICLE 22. An Employee covered by this agreement shall not be required to sign or enter into any other agreement whether in groups or individually that would conflict with this contract in any matter or form.

ARTICLE 23. It is the earnest desire of both the Union and the Employer that this agreement shall operate with due respect for the rights and privileges of the Employers and the Employees alike and that it shall be administered, as far as is humanly possible, for the best interest of all concerned.

ARTICLE 24. This agreement shall be in force for One (1) year, from Nov. 15, 1940, to Nov. 15, 1941, and shall continue thereafter until such time as either party shall give the other party Thirty (30) days or more notice in writing of its or his desire to terminate or change this agreement on Nov. 15, 1941. If no such notice is given, the agreement shall automatically be in force for another year.

In Witness Whereof, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 1940.

AMALGAMATED MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA, LOCAL 559

FOR EMPLOYER \_\_\_\_\_



mis-41-41

*Confidential*

Meat # 559  
Bloomington Ill.  
11-15-41

U.S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

June 12, 1941

Mr. Harold Davis, Sec'y. Local #559  
Amalg. Meat Cutters & Butcher Workmen  
422½ N. Main Street  
Bloomington, Illinois

Dear Sir:

For a number of years the Bureau of Labor Statistics has attempted to maintain a file of all union agreements in force throughout the United States. On checking through our files we find we do not have copies of any agreements entered into by your union. We are exceedingly anxious to have your agreements among our records, as well as any supplemental wage rates that have been negotiated. Your cooperation in sending us copies of them, together with the information requested below will be greatly appreciated.

If you have only one copy available and so designate, we shall be glad to make a duplicate and promptly return the original. If you so indicate, we will keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of your union.

The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

*A. F. Hinrichs*

A. F. Hinrichs

Acting Commissioner of Labor Statistics

Enc.

\_\_\_\_\_  
Name of company or employers' association signing the agreement

\_\_\_\_\_  
(If more than one employer, please list on reverse side)

Number of companies covered by agreement \_\_\_\_\_

Number of union members working under terms of agreement 40

Number of nonmembers working under terms of agreement \_\_\_\_\_

Branch of trade covered Meat Cutters

Date signed Nov 15 1940 Date of Expiration Nov 15 1941

Do you wish the agreement returned? Yes ☒ No ☐ Kept confidential? Yes ☒ No ☐

Rev. L. Harold Davis Sec'y 1111 W. Main St.  
(Name of person furnishing information) (Address)

Local 559. Bloomington Ill  
amc & BW of NA

6-1

#10417

L H Payne - 3 stores  
 Hirschman Bros - 2 stores  
 Schuetts Groc -  
 Hankys Groc -  
 A & P Co -  
 Kroger Co - 2 stores  
 Buchler Bros -  
 T & K Meat Market,  
 C. F. Fleischer Gro & Meats  
 Carl Siegers " "  
 E J Lerman " "

Ed Pictich  
 John Kumbly  
 Don Rayner  
 Marty Nauplin

These operate under our  
 agreement but employ  
 no meat cutters cutting  
 meat themselves. They  
 are owners.

